

**DEPARTMENT OF FINANCE AND PURCHASING**

2111 Beery Road  
Harrisonburg, VA 22801  
540-432-7794  
540-432-1640 Fax

<b>ISSUE DATE:</b> February 13, 2012	<b>REQUEST FOR PROPOSAL NUMBER:</b> P&R-RFP-2012-1	<b>FOR: Operation of Food Service Heritage Oaks Golf Course Clubhouse</b>
<b>DEPARTMENT:</b> Parks & Recreation	<b>DATE/TIME OF CLOSING:</b> March 14, 2012 @ 4:00 pm	<b>CONTRACT ADMINISTRATOR:</b> Lee Foerster 540-433-9168 <a href="mailto:leef@harrisonburgva.gov">leef@harrisonburgva.gov</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax  
No.:

Federal Employer Identification # :

State Corporation Commission #:

Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net \_\_\_ days

**By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.**

**CHECK ONE:** ☐ **INDIVIDUAL** ☐ **PARTNERSHIP** ☐ **CORPORATION** ☐ **LLC**

\_\_\_\_\_  
Vendor's Legally Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 2111 Beery Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

## **Table of Contents**

### **P&R-RFP-2012-1**

#### **Introduction**

<b>I.</b>	<b>Purpose</b>	<b>2</b>
<b>II.</b>	<b>Background</b>	<b>4</b>
<b>III.</b>	<b>Scope of Services</b>	<b>4-7</b>
<b>IV.</b>	<b>Contractual Requirements</b>	<b>7</b>
<b>V.</b>	<b>Specific Proposal Instructions</b>	<b>8</b>
<b>VI.</b>	<b>Evaluation Criteria</b>	<b>9</b>
<b>VII.</b>	<b>Award of Contract</b>	<b>10</b>
<b>VIII.</b>	<b>Reporting and Delivery Instructions</b>	<b>10</b>
<b>IX.</b>	<b>Anticipated Schedule</b>	<b>11</b>
<b>X.</b>	<b>Proprietary/Confidential Information Identification</b>	<b>11</b>
	<b>Attachment A: Offeror Data Sheet</b>	<b>12</b>
	<b>Attachment B: Insurance Requirements</b>	<b>13</b>
	<b>Attachment C: General Terms &amp; Conditions</b>	<b>14-20</b>
	<b>Attachment D: State Corporation Commission Form</b>	<b>21</b>
	<b>Attachment E: Contract</b>	<b>22</b>
	<b>Attachment F: Kitchen, Dining Area, Service Area and Patio Drawing</b>	<b>23</b>

**REQUEST FOR PROPOSAL**  
**Operation of Food Service Area within Heritage Oaks**  
**Golf Course Clubhouse**  
**HARRISONBURG, VIRGINIA**

Qualified entities are invited to submit proposals to provide general food services at the Heritage Oaks Golf Course Clubhouse located at 680 Garber's Church Road in Harrisonburg, Virginia in accordance with the enclosed specifications. Heritage Oaks Golf Course, owned by the City of Harrisonburg, is an outstanding facility with 18 holes, driving range and pro shop currently averaging over 21,000 rounds of golf played per year. The submittal, consisting of the original proposal and three (3) additional copies marked "**Heritage Oaks Golf Course Food Service Proposal**" must be received no later than **4:00 p.m. on March 14, 2012** to the address below:

City of Harrisonburg  
Pat Hilliard, CPPB  
Purchasing Office  
2111 Beery Road  
Harrisonburg, Virginia, 22801

Time is of the essence and any proposal received after **4:00 p.m. on March 14, 2012**, whether by mail or otherwise, will not be accepted. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP title and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that Purchasing Office personnel receive their proposal by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Harrisonburg reserves the right to accept or reject any or all proposals submitted.

A Request for Proposal (RFP) is being utilized in lieu of an Invitation for Bid (IFB) as deemed it is in the best interest of the City due to the nature of the contract.

Technical questions concerning this Request for Proposal should be submitted in writing to Lee Foerster, Director of Parks and Recreation, at 540.433.9168 or [leef@harrisonburgva.gov](mailto:leef@harrisonburgva.gov) or David Wigginton, Assistant Director of Parks and Recreation at [davidw@harrisonburgva.gov](mailto:davidw@harrisonburgva.gov). Questions will be answered and posted as Addendums at [www.harrisonburgva.gov/bids](http://www.harrisonburgva.gov/bids).

## **I. PURPOSE:**

The intent of this Request for Proposal and resulting contract(s) is to obtain firm proposals from businesses interested in leasing dedicated space (new addition) within the Heritage Oaks Clubhouse from the City of Harrisonburg to provide food and beverage services in this busy recreation amenity located at 680 Garbers Church Road in Harrisonburg.

## **II. BACKGROUND:**

Heritage Oaks Golf Course is a city owned facility designed by Bill Love and opened in 2001. It is an 18 hole, 6324 yard par 70 course with bentgrass tees, greens and fairways. The course is easy to walk, immaculately maintained and popular with all age groups and skill levels. It is located on the west side of Harrisonburg within the city limits with easy access from major roadways. It is open 364 days of the year weather permitting and averages over 21,000 rounds of golf per year. The new food service addition is intended to attract additional golfers and golf events to the facility. Present food services are essentially vending machines and small items. The addition presents a great opportunity for the right vendor.

## **III. SCOPE OF SERVICES:**

A welcoming and well-appointed food service area will add a significant amenity to the already very popular golf course. This new food service area is a dedicated space adjacent to the proshop and check in desk and can be accessed from the main entrance and an entrance directly in front of the practice putting green. The food service area will consist of the following:

### **Dining Area:**

- a. approximately 650 sq. ft. of dining area seating
- b. 7-8 tables with chairs seating approx 28
- c. access to outdoor patio area with additional seating capacity of approximately 16 to 20 people

**Kitchen Area:**

- a. 39 x 10 kitchen, food storage area
- b. (1) 3 bay dish sink with garbage disposal
- c. (1) hand sink
- d. walk-in refrigerator/freezer
- e. deep fryer
- f. 24" restaurant gas range
- g. work table
- h. 24" countertop griddle
- i. exhaust hood
- j. storage racks
- k. floor sink
- l. ice maker w/ 260 lb. storage
- j. reach in refrigerator
- k. 13.35 sq. ft. bottle cooler
- m. refrigerated sandwich prep table

**Serving Area:** (approx 114 sq. ft.)

- a. service counter
- b. work counter space
- c. outside service window

**Additional Amenities:**

- a. data/phone jack
- b. convenient access to public restrooms
- c. ample parking in front of clubhouse

**Beverage Cart:** A motorized (electric) golf car with provisions for cooled food and drink shall be available to the successful offeror as part of the concession package. Concessionaire is responsible for all damages and maintenance issues beyond normal wear and tear.

**Food Service Area:** **Square Footage:**

Dining Area	Approximately 650 sq. ft. (not including patio)
Kitchen Area	Approximately 390 sq. ft.
Serving Area	Approximately 114 sq. ft.
Patio Area	Approximately 880 sq. ft.

Drawings of the Kitchen, Dining Area, Service Area and Patio are included in this document as **Attachment F. (page 23)**

Prospective Offerors will need to provide any equipment not listed above that is necessary to operate the food service area.

**The scope of the project includes the following responsibilities for each Proposer:**

- A. Operate the food and beverage service as a private business 7 days a week, year round. The tentative hours of operation will be Monday through Sunday, including all holidays except Christmas Day, daylight to dusk. Golf course hours are usually daylight to dusk, weather permitting. Please specify your proposed AM and PM hours of operation for the food service area if different than the proposed schedule listed above. The City is willing to discuss potential changes or variations from this schedule.
- B. Hire employees with excellent customer service in a sufficient number to ensure a high level of service
- C. Offer a variety of quality food and drink options. Vendors are to provide the proposed menu items and prices for review and approval by the City
- D. Be responsible for obtaining all City of Harrisonburg and Commonwealth of Virginia operating permits and licenses including but not limited to health permits, business licenses and ABC licensing. (Beer only)

- E. Be responsible for providing workers' compensation and insurance, and for making unemployment, disability, workers' compensation and social security contributions
- F. Be responsible for keeping the food service work spaces and dining areas clean and sanitary.
- G. Be responsible for the daily maintenance of City-provided equipment and facilities
- H. Be responsible for keeping accurate and concise records of food service revenues and record all sales. Concession operations are subject to inspection and audit by authorized representatives of the City.
- I. The prospective Offeror shall provide as part of its submittal a detailed description of the monthly rental rate it proposes for use of the facility.
- J. The prospective Offeror must indemnify the City for violations of federal, state or local laws committed by its employees, including attorney fees and costs.
- K. The prospective Offeror shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for provision of food services at the facility excluding what is provided by the city
- M. All signage related to the food service area must be approved by the City prior to posting.
- N. The general condition of the building and any maintenance, repairs or improvements of the premises or City owned equipment shall be the sole responsibility, cost and expense of the City unless repairs and damages are a result of a deliberate act of the Offeror

#### **IV. CONTRACTUAL REQUIREMENTS:**

The selected Offeror will be required to enter into a formal contractual agreement with the City of Harrisonburg for a three (3) year period. The contract

may be renewed for up to two (2) additional two-year terms upon written, mutual agreement between the City and successful Offeror.

1. The agreement must include the proposed compensation to the City for the lease of the facility. The City will be responsible for all utility charges except telecommunications. The selected Offeror will be responsible for telecommunication charges.
2. The City reserves the right to terminate the agreement should the successful offeror fail to provide services as outlined in the Agreement to the satisfaction of the City. The Successful Offeror will be provided 15 days written notice to cure any defect, which will be sent to the business address of Successful Offeror on file at the City Purchasing Office. The City retains the right to terminate the agreement to the satisfaction of the City during the 15 day period. The City also retains the right to modify this agreement with the written consent of the Successful Offeror.

## **V. SPECIFIC PROPOSAL INSTRUCTIONS**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

**Qualifications and experience:** A written narrative to include:

- Experience in providing the services described herein
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, to be assigned to the project. Provide the length (time and number of locations/events) of relationship the offeror has with the proposed employees

**Compensation:** The ability to provide a cost-efficient revenue generating solution. Offerer must supply the following:

- Proposed Seasonal Rent to the City for the 9 month golf season which is March – November
- Proposed percentage (%) of gross revenues paid to the City of all food and non-alcoholic beverage sales for the 9 month golf season which is March-November annually.



- Proposed percentage (%) of gross revenues for all alcohol (beer) sales, not to exceed 9.9%
- The offeror will not pay rent or gross revenues for food, non-alcoholic and alcoholic beverages for the months of December, January and February.

**Menu:** The variety of food, drink and snack food items offered and associated pricing.

**References:** Provide at least four (4) references for which work of a similar nature to that was performed within the past three years. The reference should include the name, title, address, phone number and email for the person on the owner's team most intimate with the details of the project being referenced. See

**Attachment A - Offeror Data Sheet**

**Additional Information** This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required
- Attachment B- Certification of No Collusion
- Attachment C- Proprietary/Confidential information Identification
- Insurance – See General Terms and Conditions Section. Insurance for required coverages and limits.

## **VI. EVALUATION CRITERIA:**

Proposals shall be evaluated by the City of Harrisonburg using the following criteria:

**Evaluation Criteria:** Proposals shall be evaluated by the City of Harrisonburg using the following criteria:

**1. Experience and Qualifications (30%)** The ability, experience and continuity of the proposed staff, consultants and sub-consultants to be assigned to the project including the capability of the required staff to perform the services needed with the timeframe designated to provide the solution to the City

2. **Compensation (30%)** The ability to provide a cost-efficient revenue generating solution

3. **Menu (25%)** The variety of food, drink and snack food items offered and associated pricing.

4. **References from other clients (15%)** Quality of references. Satisfaction of former clients such as the offerors, creativity in problem solving, management, cleanliness, promptness of payment.

## **VII. AWARD OF CONTRACT:**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the purchasing agent shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the purchasing agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## **VIII. REPORTING AND DELIVERY INSTRUCTIONS:**

The awarded offeror must provide a weekly gross sales report(s) to the Golf Course General Manager outlining the following:

1. The gross amount of sales, the gross amount of items sold and the gross amount of revenue sold.
2. Reports must be submitted by 5:00 p.m. on Mondays to the General Manager of Heritage Oaks Golf Course for the preceding week. The percentage (%) of gross revenues payment for the previous week must be included with the reports.

Within fifteen (15) calendar days after the award date of the contract, the offeror must furnish a preliminary menu with prices to the Golf Course Manager.

**IX. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated:

Request of Proposals posted: **February 13, 2012**

Deadline to receive written proposals: **March 14, 2012, 4:00 p.m.**

Interviews and selection process: **To Begin on March 19, 2012**

Lease period starts: **April 16, 2012**

**X. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

All proposals submitted under this RFP shall become the property of the City of Harrisonburg and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets of proprietary information submitted by an Vendor shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Vendor must invoke the protections of Section § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified in a separate section of the proposal. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

## **ATTACHEMENT A:**

### **OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. **Vendor Information:**  
FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership  
Social Security Number: \_\_\_\_\_ If Individual
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.  
  
A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value \_\_\_\_\_  
B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value \_\_\_\_\_  
C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value \_\_\_\_\_  
D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **Attachment B:**

### **City Of Harrisonburg** **Insurance Requirements**

#### **INSURANCE:**

By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance. The provider further certifies that they or any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

#### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Excess Liability - \$1,000,000
5. Fire Damage Legal Liability - \$500,000

#### **INDEMINIFICATION:**

The provider (Indemnitor), in consideration of the City of Harrisonburg, (Indemnatee) do hereby release and forever discharge Indemnatee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in anyway growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnatee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

**Attachment C:**

**GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA**

**PURCHASING AND CONTRACTING MANUAL:** This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Purchasing office and in the Director of Finance office.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

**MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. (For Invitation For Bids:) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals:) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for

rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement



cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 11-69).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

**TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

**INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverage's at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

**SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors in writing by mail.

**BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

**DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**COOPERATIVE PROCUREMENT:**

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized

**Attachment D:**

**State Corporation Commission Form**

**Virginia State Corporation Commission ("SCC") registration information:** The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Print**

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Attachment E:**



**CITY OF HARRISONBURG, VA  
STANDARD CONTRACT RFP**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and City of Harrisonburg,, VA, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.  
Option to renew for two (2) additional two (2) year terms upon mutual agreement.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire Request for Proposal dated :

Any Addenda(s) Dated:

- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Attachment F:**

